

# **EXHIBIT 3**

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

SUPERIOR COURT DEPT.

CIVIL ACTION NO. 1977CV00648 C

GREEN VALLEY TRADING COMPANY )

D/B/A INVALSA COFFEE )

Plaintiff, )

vs. )

OLAM AMERICAS, INC. )

Defendant )

**COMPLAINT and PETITION TO COMPEL  
ARBITRATION UNDER G.L. CHAPTER 251§2**

**PARTIES**

1. The Plaintiff, Green Valley Trading Company, d/b/a Invalsa Coffee (hereinafter "Green Valley") is a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts and having a usual place of business in West Newbury, Essex County, Massachusetts.
2. Green Valley is in the business of importing coffee and does business under the trade name, Invalsa Coffee.
3. The Defendant, Olam Americas Inc. (hereinafter "Olam") is a corporation duly organized and existing under the laws of the State of Delaware. Olam regularly transacts business in the Commonwealth of Massachusetts.

**FACTS**

4. On or about November 12, 2015, the Plaintiff, filed a complaint in the Essex Superior Court, a copy of which is attached hereto as Exhibit "1". The complaint alleged, inter alia, that the Defendant owed the Plaintiff the sum of \$83,180.40 in connection with a

purchase contract whereby the Plaintiff agreed to sell to the Defendant fair trade organic coffee.

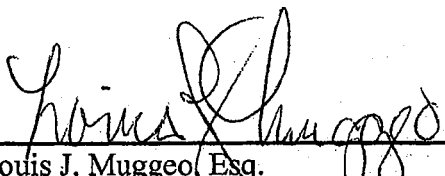
5. On or about December 28, 2015, the Defendant filed a Notice of Removal to the United States District Court for the District of Massachusetts, a copy of which is attached hereto as Exhibit "2".
6. On or about March 4, 2016, the Defendant filed its Answer and Counterclaim to which the Plaintiff responded.
7. On or about October 24, 2017, the parties entered into an agreement to resolve the pending matter through binding arbitration, a copy of which agreement is attached hereto as Exhibit "3".
8. Subsequent to the execution of the binding arbitration agreement, the Plaintiff has suggested the seven (7) following persons to serve as arbitrators in this matter.  
  
Honorable Nancy Holtz (ret.); The Honorable John Xiafaras (ret.); The Honorable Mel Greenburg (ret.); Sandor Rabkin, Esq.; Philip O'Neill, Esq.; Thomas Maffi, Esq.; Joel P. Trachtman, Professor of International Law, Fletcher School, Tufts University. All of the recommended arbitrators have been rejected by the Defendant. The Defendant has recommended one arbitrator who is not an attorney, Richard Elkin.
9. The Plaintiff is an aggrieved party by the failure and refusal of the Defendant to arbitrate under the parties agreement.
10. Pursuant to G.L. Chapter 251 §2 the Plaintiff respectfully requests the Superior Court order the Defendant to arbitrate the claims.

11. Pursuant to G.L. Chapter 251 § 2, the Plaintiff respectfully requests the Superior Court appoint an impartial arbitrator to oversee the arbitration proceeding.

**WHEREFORE**, the Plaintiff, Green Valley Trading Company, Inc. D/B/A Invalsa Coffee petitions this Honorable Court to issue an order compelling the Defendant, Olam Americas, Inc. to proceed to arbitration and to appoint an arbitrator to hear the merits of the matter, pursuant to G.L. Chapter 251 § 2.

Respectfully submitted,  
Plaintiff, By Its Attorneys

Dated: May 6, 2019



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Louis J. Muggeo, Esq.  
LOUIS J. MUGGEO & ASSOCIATES  
133 Washington Street  
Salem, MA 01970  
978-741-1177  
BBO #359220  
[lmuggeo@ljmassoc.com](mailto:lmuggeo@ljmassoc.com)

# EXHIBIT “1”

4. On or about May 12, 2014 the parties entered into a Purchase Contract whereby the Plaintiff agreed to sell to the Defendant Bolivian Fair Trade Organic Coffee.

5. The Plaintiff fully complied with the terms of the parties' agreement(s) and shipped and delivered to the Defendant the coffee which the Defendant duly accepted.
6. Pursuant to the terms of the parties' agreement(s), the Defendant agreed to pay to the Plaintiff the total sum of \$119,676.71.
7. On or about May 15, 2015, the Defendant paid to the Plaintiff \$36,496.31 leaving a balance due and owing of \$83,180.40, exclusive of late fees, interest and attorneys fees.
8. Repeated demand has been made upon the Defendant for amounts due and owing, but the Defendant has failed and refused to pay the same.
9. As a result of the Defendant's material breaches of the parties' agreement, the Plaintiff has incurred considerable expense and damage.
10. At all times material to the within complaint, Defendant was and is engaged in trade and commerce within the meaning of G.L. c. 93A, §11.

**COUNT I – BREACH OF CONTRACT**

11. The Plaintiff realleges and avers the allegations contained in paragraphs 1 through 11 of the complaint as if set forth heretofore.
12. As a result of the Defendant's actions, it has breached its contract with the Plaintiff.
13. As a result of the breach by Defendant of the aforesaid agreement, Plaintiff has sustained substantial pecuniary economic loss and damage.

**WHEREFORE**, the Plaintiff, **Green Valley Trading Company d/b/a Invalsa Coffee** hereby demands the entry of Judgment against the Defendant, **Olam Americas Inc.** for compensatory damages, interest, costs of suit, attorneys fees and such further relief as the court may deem just and equitable.

**COUNT II – BREACH OF THE IMPLIED COVENANT**  
**OF GOOD FAITH AND FAIR DEALING**

14. The Plaintiff realleges and reavers the allegations contained in paragraphs 1 through 13 of the Complaint as if set forth heretofore.
15. The conduct of the Defendant had the effect of destroying or injuring Plaintiff's contractual rights and the rights to receive the benefits there from.
16. The conduct of the Defendant constitutes a breach of the implied covenant of good faith and fair dealing.
17. As a result of the breach by the Defendant of the implied covenant of good faith and fair dealing, the Plaintiff has sustained substantial pecuniary and economic loss and property damage.

**WHEREFORE**, the Plaintiff, **Green Valley Trading Company d/b/a Invalsa Coffee** hereby demands the entry of Judgment against the Defendant, **Olam Americas Inc.** for compensatory damages, interest, costs of suit, attorneys fees and such further relief as the court may deem just and equitable.

**COUNT III – CHAPTER 93A**

18. The Plaintiff realleges and reavers the allegations contained in paragraphs 1 through 17 of the Complaint as if set forth heretofore.
19. At all times material to the within Complaint, the Defendant was engaged in trade and commerce within the meaning of G.L. c. 93A, §11.
20. Defendant, by its actions as stated heretofore has violated Rules and Regulations promulgated by the Attorney General.
21. As a result of the Defendant's actions as stated heretofore, the Plaintiff has been damaged.
22. Defendant's conduct was willful and knowingly unfair and deceptive.
23. As a result of the Defendant's unfair and deceptive conduct, Defendant violated G.L. c. 93A, §11 and the Plaintiff was caused to incur damages.



**WHEREFORE**, the Plaintiff, **Green Valley Trading Company d/b/a Invalsa Coffee** hereby demands the entry of Judgment against the Defendant **Olam Americas, Inc.** in an amount to be determined at trial, plus treble damages and an award of attorneys fees and costs in accordance with G.L. c. 93A, §11.

**PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL COUNTS**

The Plaintiff,  
**GREEN VALLEY TRADING COMPANY**  
**D/B/A INVALSA COFFEE**  
By its attorneys,

Date: November 12, 2015

/s/ Louis J. Muggeo  
Louis J. Muggeo, Esq.  
**LOUIS J. MUGGEO & ASSOCIATES**  
133 Washington Street  
Salem, MA 01970  
(978) 741-1177  
BBO #359220  
[lmuggeo@ljmassoc.com](mailto:lmuggeo@ljmassoc.com)

# **EXHIBIT “2”**

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

SUPERIOR COURT  
DOCKET NO. 1577 cv 01869

GREEN VALLEY TRADING COMPANY,  
D/B/A INVALSA COFFEE,

Plaintiff,

vs.

OLAM AMERICAS, INC.,

Defendant.

**DEFENDANT OLAM AMERICAS, INC.  
NOTICE OF FILING OF NOTICE OF REMOVAL**

Pursuant to 28 U.S.C. § 1446(d), Defendant Olam Americas, Inc. ("Citrix") hereby notifies the Court of the filing of a Notice of Removal of the above-captioned action to the United States District Court for the District of Massachusetts. The Notice of Removal, attached hereto as Exhibit 1, was filed with the United States District Court for the District of Massachusetts on December 28, 2015.

Dated: December 28, 2015

Respectfully submitted,

OLAM AMERICAS, INC.,

By its attorneys



David S. Godkin (BBO #196530)

BIRNBAUM & GODKIN, LLP

280 Summer Street, 5th Floor

Boston, MA 02210

Tel: (617) 307-6100

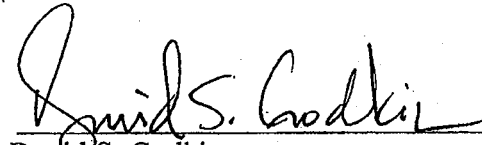
Fax: (214) 307-6101

godkin@birnbaumgodkin.com

**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the above document was served upon the attorney of record for each other party on this 28th day of December, 2015, by U.S. mail directed to the following address:

Louis J. Muggeo, Esq.  
Louis J. Muggeo & Associates  
133 Washington Street  
Salem, MA 01970

  
\_\_\_\_\_  
David S. Godkin

**EXHIBIT 1**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

GREEN VALLEY TRADING COMPANY,	)	
D/B/A INVALSA COFFEE,	)	
Plaintiff,	)	Civil Action No.
vs.	)	
OLAM AMERICAS, INC.,	)	
Defendant.	)	

**NOTICE OF REMOVAL**

Defendant Olam Americas, Inc. ("Olam"), pursuant to 28 U.S.C. §§ 1332 and 1441, hereby removes this civil action from the Massachusetts Superior Court, Essex County, Case No. 1577-cv-01869, to the United States District Court for the District of Massachusetts. Removal is based on diversity of citizenship.

Removal of this action is proper for the following reasons:

1. A civil action was commenced on or about November 12, 2015, captioned *Green Valley Trading Company D/B/A Invalsa Coffee*, No. 1577cv01869, in the Massachusetts Superior Court, Essex County (the "State Court Action").
2. On information and belief, Olam was served with the Summons, Civil Action Cover Sheet, Complaint and Jury Claim, and Tracking Order, by service on the Secretary of the Commonwealth of Massachusetts on November 25, 2015. True and correct copies of these pleadings are attached hereto as Exhibits 1-4.
3. This Notice of Removal is being filed within thirty (30) days of receipt, by service or otherwise, of the Complaint by Defendant Olam. 28 U.S.C. § 1446.

4. Defendant is authorized to remove this action under 28 U.S.C. § 1441 because this Court has original jurisdiction over this civil action: (1) Plaintiff and Defendant are “citizens of different States,” and (2) the amount of controversy “exceeds the sum or value of \$75,000, exclusive of interest and costs.” 28 U.S.C. § 1332(a). Removal to this Court is also proper because this Court is the district court “for the district and division embracing the place where such action is pending,” and because Defendant is not a citizen of Massachusetts, the state in which the action was brought. *See* 28 U.S.C. § 1441.

5. At the time of the commencement of this action, and since that time, Defendant Olam Americas, Inc., was and is now a Delaware Corporation with a principal office at 205 East River Park Place, Suite 310, Fresno, CA 93720.

6. As alleged in the Complaint, Plaintiff Green Valley Trading Company, d/b/a Invalsa Coffee is a Massachusetts Corporation with a usual place of business in West Newbury, Essex County, Massachusetts.

7. Thus, complete diversity is satisfied because Plaintiff does not share the state of citizenship with Defendant Olam, and none of the parties in interest properly joined and as yet served as a defendant is a citizen of Massachusetts. *See* 28 U.S.C. § 1441(b).

8. Plaintiff’s Civil Action cover sheet indicates that Plaintiff seeks damages in excess of \$83,180.40 as “Defendant failed to pay for goods delivered and accepted (coffee).” *See* Exhibit 2. The amount in controversy, exclusive of interest and costs, therefore exceeds \$75,000.

9. Pursuant to 28 U.S.C. § 1446(a), all process, pleadings, and orders served in the State Court Action are attached to this Notice of Removal as Exhibits 1-4. A copy of the docket sheet for the State Court Action is attached as Exhibit 5.

10. A copy of a Notice of Filing of Notice of Removal is attached hereto as Exhibit 6.

Promptly after filing this notice, Olam will file that notice with the Massachusetts Superior Court, and serve a copy on counsel for plaintiff as required by 28 U.S.C. § 1446(d).

WHEREFORE, defendant Olam Americas, Inc. notices the removal of this case to the United States District Court for the District of Massachusetts.

Dated: December 28, 2015

Respectfully submitted,

OLAM AMERICAS, INC.,  
By its attorneys

/s/ David S. Godkin

David S. Godkin (BBO #196530)  
BIRNBAUM & GODKIN, LLP  
280 Summer Street, 5th Floor  
Boston, MA 02210  
Tel: (617) 307-6100  
Fax: (214) 307-6101  
godkin@birnbaumgodkin.com

#### CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was delivered to the registered participants as identified on the Notice of Electronic Filing (NEF) and that paper copies will be sent to those indicated as non-registered participants on the above date.

/s/ David S. Godkin

David S. Godkin



# EXHIBIT 1

November 25, 2015

Olam Americas, Inc.  
205 East River Park Place  
Suite 310  
Fresno, CA  
93720

Pursuant to Massachusetts General Laws, Chapter 156D § 15.10, you are hereby notified that legal process against the above-named corporation has been served upon me on November 25, 2015 at 1:00 p.m. in the case of:

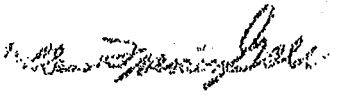
Plaintiff(s): Green Valley Trading Company d/b/a/ Invalsa Coffee

Defendant(s) Olam Americas, Inc.

Trustee(s):

Damages as set forth at Essex Superior Court 1577CV01869  
within 20 days after service of this summons upon you, exclusive of the day of service.

Copy of legal process attached hereto.

  
WILLIAM FRANCIS GALVIN  
SECRETARY OF THE  
COMMONWEALTH

(TO PLAINTIFF'S ATTORNEY: Please Check) Type of Action Involved: ☒ TORT - MOTOR VEHICLE TORT  
☒ CONTRACT ☐ EQUITABLE RELIEF ☐ OTHER.)

## COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

SUPERIOR COURT  
CIVIL ACTION  
No. 1577 CV 01869

Green Valley Trading Company  
d/b/a Invalsa Coffee

Plaintiff(s)

Olam Americas Inc.

Defendant(s)

### SUMMONS

To the above named Defendant: Olam Americas, Inc., 205 East River Park Place,  
Suite 310, Fresno, CA 93720 (559) 447-1390

You are hereby summoned and required to serve upon Louis J. Muggeo

plaintiff's attorney, whose address is 133 Washington St., Salem, MA 01970, an answer to the

complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the

day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the

complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at

56 Federal St.,

Salem, MA 01970

either before service upon plaintiff's attorney or within a reasonable time thereafter

Unless otherwise provided by Rule 13 (a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

WITNESS, Judith Fabricant, Esquire, at Salem, the

day of November

in the year of our Lord two thousand fifteen.

  
Constable

  
Clerk

#### NOTES:

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

**PROOF OF SERVICE OF PROCESS**

I hereby certify and return that on \_\_\_\_\_, 20\_\_\_\_, I served a copy of the within summons, together with a copy of the complaint in this action, upon the within-named defendant, in the following manner (see Mass. R. Civ. P. 4 (d) (1-5):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

N.B. TO PROCESS SERVER:-

PLEASE PLACE DATE YOU MAKE SERVICE ON DEFENDANT IN  
THIS BOX ON THE ORIGINAL AND ON COPY SERVED ON DEFENDANT.

11-28, 2015

COMMONWEALTH OF  
MASSACHUSETTS

ESSEX, ss. SUPERIOR COURT  
CIVIL ACTION  
No. 1577 CV 01869

Green Valley Trading Company  
d/b/a Invalsa Coffee

Plaintiff(s)


v.

Olam Americas, Inc.

Defendant(s)

SUMMONS  
(Mass. R. Civ. P. 4)

## EXHIBIT 2

<b>CIVIL ACTION COVER SHEET</b>		DOCKET NUMBER <b>1577 CV 01869</b>	Trial Court of Massachusetts The Superior Court		
PLAINTIFF(S): <b>Green Valley Trading Company</b>			COUNTY: <b>Essex</b>		
ADDRESS: <b>d/b/a Invalsa Coffee</b>					
<b>420 Main Street</b>			DEPENDANT(S): <b>Olam Americas, Inc.</b>		
<b>West Newbury, MA 01985</b>					
ATTORNEY: <b>Louis J. Muggeo, Esq.</b>					
ADDRESS: <b>LOUIS J. MUGGEO &amp; ASSOCIATES</b>			ADDRESS:		
<b>133 Washington Street</b>					
<b>Salem, MA 01970</b>					
<b>(978) 741-1177</b>					
<b>lmuggeo@ljmassoc.com</b>					
PBO: <b>359220</b>					
TYPE OF ACTION AND TRACK DESIGNATION (see reverse side)					
CODE NO. <b>A02</b>	TYPE OF ACTION (specify) <b>Contract - Goods Sold</b>	TRACK <b>F</b>	HAS A JURY CLAIM BEEN MADE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
If "Other" please describe: <b>and Delivered</b>					
STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A					
The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff counsel relies to determine money damages. For this form, disregard double or triple damage claims; indicate single damages only.					
<b>TORT CLAIMS</b> (attach additional sheets as necessary)					
A. Documented medical expenses to date:					
1. Total hospital expenses					\$
2. Total doctor expenses					\$
3. Total chiropractic expenses					\$
4. Total physical therapy expenses					\$
5. Total other expenses (describe below)					\$
Subtotal (A):					\$
B. Documented lost wages and compensation to date					
C. Documented property damages to date					\$
D. Reasonably anticipated future medical and hospital expenses					\$
E. Reasonably anticipated lost wages					\$
F. Other documented items of damages (describe below)					\$
G. Briefly describe plaintiff's injury, including the nature and extent of injury:					
TOTAL (A-F):					\$
<b>CONTRACT CLAIMS</b> (attach additional sheets as necessary)					
Provide a detailed description of claim(s): <b>The Defendant failed to pay for goods delivered and accepted (coffee).</b>					TOTAL: <b>\$83,180.40</b>
Signature of Attorney/Pro Se Plaintiff: <b>X</b>					Date:
RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.					
CERTIFICATION PURSUANT TO SJC RULE 1:18					
I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.					
Signature of Attorney of Record: <b>X /s/ Louis J. Muggeo</b>					Date: <b>11/12/15</b>

# EXHIBIT 3

## COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

SUPERIOR COURT DEPT.  
CIVIL ACTION NO.: 1577 CV 01869

GREEN VALLEY TRADING COMPANY,  
D/B/A INVALSA COFFEE  
Plaintiff,

**vs.**

OLAM AMERICAS, INC.  
Defendant

### COMPLAINT AND JURY CLAIM

PARTIES

1. The Plaintiff, Green Valley Trading Company, d/b/a Invalsa Coffee (hereinafter "Green Valley") is a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts and having a usual place of business in West Newbury, Essex County, Massachusetts.
2. Green Valley is in the business of importing coffee and does business under the trade name, Invalsa Coffee.
3. The Defendant, Olam Americas Inc. (hereinafter "Olam") is a corporation duly organized and existing under the laws of the State of Delaware. Olam regularly transacts business in the Commonwealth of Massachusetts.

**FACTS**

4. On or about May 12, 2014 the parties entered into a Purchase Contract whereby the Plaintiff agreed to sell to the Defendant Bolivian Fair Trade Organic Coffee.



5. The Plaintiff fully complied with the terms of the parties' agreement(s) and shipped and delivered to the Defendant the coffee which the Defendant duly accepted.
6. Pursuant to the terms of the parties' agreement(s), the Defendant agreed to pay to the Plaintiff the total sum of \$119,676.71.
7. On or about May 15, 2015, the Defendant paid to the Plaintiff \$36,496.31 leaving a balance due and owing of \$83,180.40, exclusive of late fees, interest and attorneys fees.
8. Repeated demand has been made upon the Defendant for amounts due and owing, but the Defendant has failed and refused to pay the same.
9. As a result of the Defendant's material breaches of the parties' agreement, the Plaintiff has incurred considerable expense and damage.
10. At all times material to the within complaint, Defendant was and is engaged in trade and commerce within the meaning of G.L. c. 93A, §11.

**COUNT I - BREACH OF CONTRACT**

11. The Plaintiff realleges and avers the allegations contained in paragraphs 1 through 11 of the complaint as if set forth heretofore.
12. As a result of the Defendant's actions, it has breached its contract with the Plaintiff.
13. As a result of the breach by Defendant of the aforesaid agreement, Plaintiff has sustained substantial pecuniary economic loss and damage.

**WHEREFORE**, the Plaintiff, Green Valley Trading Company d/b/a Invalsa Coffee hereby demands the entry of Judgment against the Defendant, Olam Americas Inc. for compensatory damages, interest, costs of suit, attorneys fees and such further relief as the court may deem just and equitable.

COUNT II - BREACH OF THE IMPLIED COVENANT  
OF GOOD FAITH AND FAIR DEALING

14. The Plaintiff realleges and reavers the allegations contained in paragraphs 1 through 13 of the Complaint as if set forth heretofore.
15. The conduct of the Defendant had the effect of destroying or injuring Plaintiff's contractual rights and the rights to receive the benefits there from.
16. The conduct of the Defendant constitutes a breach of the implied covenant of good faith and fair dealing.
17. As a result of the breach by the Defendant of the implied covenant of good faith and fair dealing, the Plaintiff has sustained substantial pecuniary and economic loss and property damage.

WHEREFORE, the Plaintiff, Green Valley Trading Company d/b/a Invalsa Coffee hereby demands the entry of Judgment against the Defendant, Olam Americas Inc. for compensatory damages, interest, costs of suit, attorneys fees and such further relief as the court may deem just and equitable.

COUNT III - CHAPTER 93A

18. The Plaintiff realleges and reavers the allegations contained in paragraphs 1 through 17 of the Complaint as if set forth heretofore.
19. At all times material to the within Complaint, the Defendant was engaged in trade and commerce within the meaning of G.L. c. 93A, §11.
20. Defendant, by its actions as stated heretofore has violated Rules and Regulations promulgated by the Attorney General.
21. As a result of the Defendant's actions as stated heretofore, the Plaintiff has been damaged.
22. Defendant's conduct was willful and knowingly unfair and deceptive.
23. As a result of the Defendant's unfair and deceptive conduct, Defendant violated G.L. c. 93A, §11 and the Plaintiff was caused to incur damages.

WHEREFORE, the Plaintiff, Green Valley Trading Company d/b/a Invalsa Coffee hereby demands the entry of Judgment against the Defendant Olam Americas, Inc. in an amount to be determined at trial, plus treble damages and an award of attorneys fees and costs in accordance with G.L. c. 93A, §11.


**PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL COUNTS**

The Plaintiff,  
GREEN VALLEY TRADING COMPANY  
D/B/A INVALSA COFFEE  
By its attorneys,

Date: November 12, 2015

/s/ Louis J. Muggeo  
Louis J. Muggeo, Esq.  
LOUIS J. MUGGEO & ASSOCIATES  
133 Washington Street  
Salem, MA 01970  
(978) 741-1177  
BBO #359220  
[lmuggeo@ljmassoc.com](mailto:lmuggeo@ljmassoc.com)

## **EXHIBIT 4**

<b>CIVIL TRACKING ORDER</b> (STANDING ORDER 1-88)	DOCKET NUMBER 1577CV01869	Trial Court of Massachusetts The Superior Court	
CASE NAME: Green Valley Trading Company Doing Business as Invalsa Coffee vs. Olem Americas Inc		Thomas H. Driscoll, Jr., Clerk of Courts	
TO: Louis J Muggeo, Esq. Louis J Muggeo & Associates 133 Washington Street Salem, MA 01970		COURT NAME & ADDRESS Essex County Superior Court - Lawrence 43 Appleton Way Lawrence, MA 01841	

**TRACKING ORDER - F - Fast Track**

You are hereby notified that this case is on the track referenced above as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

STAGES OF LITIGATION

DEADLINE

	SERVED BY	FILED BY	HEARD BY
Service of process made and return filed with the Court		02/10/2016	
Response to the complaint filed (also see MRCP 12)		03/11/2016	
All motions under MRCP 12, 19, and 20	03/11/2016	04/11/2016	05/10/2016
All motions under MRCP 15	03/11/2016	04/11/2016	05/10/2016
All discovery requests and depositions served and non-expert depositions completed	09/07/2016		
All motions under MRCP 56	10/07/2016	11/07/2016	
Final pre-trial conference held and/or firm trial date set			03/06/2017
Case shall be resolved and judgment shall issue by			11/13/2017

The final pre-trial deadline is not the scheduled date of the conference. You will be notified of that date at a later time. Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service. This case is assigned to

DATE ISSUED 11/12/2015	ASSISTANT CLERK Sheila Gaudette	PHONE (978)242-1800
---------------------------	------------------------------------	------------------------

## **EXHIBIT 5**

**1577CV01869 Green Valley Trading Company Doing Business as Invalsa Coffee vs. Olam Americas Inc**

Case Type Contract / Business Cases  
Status Date: 11/12/2015  
Case Judge:  
Next Event:

Case Status Open  
File Date 11/12/2015  
DCM Track: F - Fast Track

All Information Party Tickler Docket Disposition

**Docket Information**

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
11/12/2015	Appearance entered On this date Louis J Muggeo, Esq. added for Plaintiff Green Valley Trading Company		
11/12/2015	Case assigned to: DCM Track F - Fast Track was added on 11/12/2015		
11/12/2015	Original civil complaint filed.	1	<a href="#">Image</a>
11/12/2015	Civil action cover sheet filed.	2	
11/12/2015	Demand for jury trial entered.		
11/12/2015	Green Valley Trading Company Doing Business as Invalsa Coffee's MOTION for appointment of Special Process Server. Ilanuzzi&Associates Inc	3	
12/03/2015	Service Returned for Defendant Olam Americas Inc: Service through person in charge / agent;	4	<a href="#">Image</a>

## **EXHIBIT 6**



COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

SUPERIOR COURT  
DOCKET NO. 1577 cv 01869

GREEN VALLEY TRADING COMPANY,	)
D/B/A INVALSA COFFEE,	)
Plaintiff,	)
vs.	)
OLAM AMERICAS, INC.,	)
Defendant.	)

**DEFENDANT OLAM AMERICAS, INC.**  
**NOTICE OF FILING OF NOTICE OF REMOVAL**

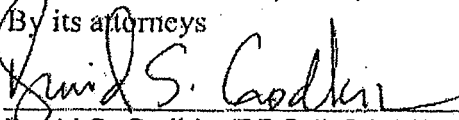
Pursuant to 28 U.S.C. § 1446(d), Defendant Olam Americas, Inc. ("Citrix") hereby notifies the Court of the filing of a Notice of Removal of the above-captioned action to the United States District Court for the District of Massachusetts. The Notice of Removal, attached hereto as Exhibit 1, was filed with the United States District Court for the District of Massachusetts on December 28, 2015.

Dated: December 28, 2015

Respectfully submitted,

OLAM AMERICAS, INC.,

By its attorneys

  
David S. Godkin (BBO #196530)

BIRNBAUM & GODKIN, LLP

280 Summer Street, 5th Floor

Boston, MA 02210

Tel: (617) 307-6100

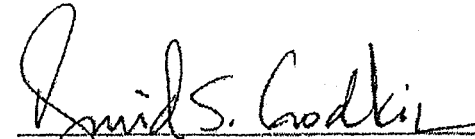
Fax: (214) 307-6101

godkin@birnbaumgodkin.com

**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the above document was served upon the attorney of record for each other party on this 28th day of December, 2015, by U.S. mail directed to the following address:

Louis J. Muggeo, Esq.  
Louis J. Muggeo & Associates  
133 Washington Street  
Salem, MA 01970

A handwritten signature in black ink, appearing to read "David S. Godkin", written over a horizontal line.

David S. Godkin

**EXHIBIT A**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

GREEN VALLEY TRADING COMPANY,  
D/B/A INVALSA COFFEE,

Plaintiff,

vs.

OLAM AMERICAS, INC.,

Defendant.

Civil Action No. 15-cv-14226-RWZ

**STIPULATION OF DISMISSAL WITH PREJUDICE**

Pursuant to Rule 41(a)(ii) of the Federal Rules of Civil Procedure, the parties hereby stipulate that the above action, including all claims and counterclaims, is dismissed with prejudice, without costs or attorneys' fees, and waiving all rights of appeal.

GREEN VALLEY TRADING COMPANY,  
D/B/A INVALSA COFFEE,  
By its attorneys,

OLAM AMERICAS, INC.,  
By its attorneys,

Louis J. Muggeo, Esq. (BBO# 359220)  
LOUIS J. MUGGEO & ASSOCIATES  
133 Washington Street  
Salem, MA 01970  
(978) 741-1177  
lmuggeo@ljmassoc.com

David S. Godkin, Esq. (BBO# 196530)  
James E. Kruzer (BBO# 670827)  
BIRNBAUM & GODKIN, LLP  
280 Summer Street, 5<sup>th</sup> Floor  
Boston, MA 02210  
(617) 307-6110  
godkin@birnbaumgodkin.com  
kruzer@birnbaumgodkin.com

DATED:

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was delivered to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on the above date.

---

David S. Godkin

**ARBITRATION AGREEMENT**

WHEREAS, Green Valley Trading Company d/b/a Invalsa Coffee ("Green Valley") and Olam Americas, Inc. ("Olam") are parties to litigation pending in the United States District Court, District of Massachusetts, Civil Action No. 15-cv-14226-RWZ (the "Lawsuit");

WHEREAS, Green Valley and Olam have agreed to submit all claims asserted in the Lawsuit to binding arbitration;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Within ten (10) days of the date of the latest signature hereof, Green Valley and Olam will execute and file a Stipulation of Dismissal of the Lawsuit in the form attached hereto as Exhibit A;
2. Green Valley and Olam agree to submit all of their claims asserted in the Lawsuit to binding arbitration, as set forth herein;
3. Within twenty (20) days of the date of the latest signature hereof, Green Valley and Olam will select a mutually agreeable single arbitrator with experience in commodity futures contracts for coffee, to preside over the arbitration;
4. The arbitration hearing will take place in Boston, Massachusetts, and will be completed in no more than one day;
5. Pre-hearing discovery will be limited to an exchange of documents pursuant to a document request and the issuance of subpoenas. There will be no depositions.
6. Each party may submit a pre-hearing brief and a post-hearing brief;
7. The charges of the arbitrator will be borne equally by the parties. In advance of the hearing, the arbitrator will estimate his/her charges, and each party will advance fifty percent of such amount to the arbitrator. To the extent that the amounts advanced exceed the arbitrator's charges, he/she will refund any excess amounts. To the extent that the amounts advanced are not sufficient to pay the arbitrator in full, the parties will pay their proportionate share of any additional charges;
8. The arbitrator will render a simple award within 30 days after any post-hearing briefs are submitted. Judgment on the award may be entered by any court having jurisdiction thereof.

9. Except as may be required by law, neither party nor the arbitrator may disclose the existence, content, or results of the arbitration hereunder without the prior written consent of both parties.
10. Green Valley represents that the government of Bolivia does not have an ownership interest in Green Valley.
11. The parties agree that their dispute will be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, excluding such state's conflict of laws principles.
12. Each party has the authority to enter into this Arbitration Agreement according to all rules and regulations of the United States and the state in which it is incorporated, and agrees to indemnify the other party for any breach of this representation for all losses caused by such breach.

IN WITNESS WHEREOF, the parties have executed this Arbitration Agreement as of the date first written below.

Green Valley Trading Company d/b/a Invalsa Coffee

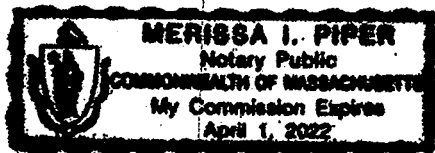
By: *[Signature]*

Duly Authorized

Its: President

Date: 5/19/17

Subscribed and sworn to before me  
This 19<sup>th</sup> day of May, 2017



*[Signature]*

Notary Public

My Commission Expires: 4-1-2022

Olam Americas, Inc.

By:

Sandra J. Sumner

Duly Authorized

Its:

Secretary & Treasurer

Date:

05/17/2017

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of FRESNO

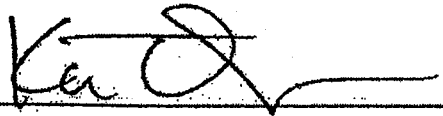
On 5/17/17 before me, KATHERINE AIKO OSHIRO  
(insert name and title of the officer)

personally appeared Sandip Sharma  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

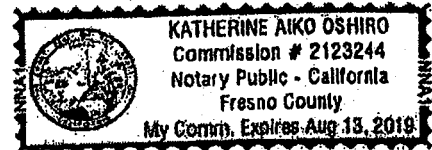
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





1. Title of case (name of first party on each side only) Green Valley Trading Company d/b/a Invalsa Coffee vs. Olam Americas, Inc.

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

- ☐ I. 410, 441, 470, 535, 830\*, 891, 893, 895, R.23, REGARDLESS OF NATURE OF SUIT.
- ☒ II. 110, 130, 140, 160, 190, 196, 230, 240, 290, 320, 362, 370, 371, 380, 430, 440, 442, 443, 445, 446, 448, 710, 720, 740, 790, 820\*, 840\*, 850, 870, 871.
- ☐ III. 120, 150, 151, 152, 153, 195, 210, 220, 245, 310, 315, 330, 340, 345, 350, 355, 360, 365, 367, 368, 375, 385, 400, 422, 423, 450, 460, 462, 463, 465, 480, 490, 510, 530, 540, 550, 555, 625, 690, 751, 791, 861-865, 890, 896, 899, 950.

\*Also complete AO 120 or AO 121. for patent, trademark or copyright cases.

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES ☐ NO ☒

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES ☐ NO ☒

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES ☐ NO ☐

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES ☐ NO ☒

7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).

YES ☒ NO ☐

A. If yes, in which division do all of the non-governmental parties reside?

Eastern Division ☒ Central Division ☐ Western Division ☐

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division ☐ Central Division ☐ Western Division ☐

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES ☐ NO ☒

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME David S. Godkin

ADDRESS Birnbaum & Godkin, LLP, 280 Summer Street, Boston, MA 02210

TELEPHONE NO. (617) 307-6100

# **EXHIBIT “3”**

**ARBITRATION AGREEMENT**

WHEREAS, Green Valley Trading Company d/b/a Invalsa Coffee ("Green Valley") and Olam Americas, Inc. ("Olam") are parties to litigation pending in the United States District Court, District of Massachusetts, Civil Action No. 15-cv-14226-RWZ (the "Lawsuit");

WHEREAS, Green Valley and Olam have agreed to submit all claims asserted in the Lawsuit to binding arbitration;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Within ten (10) days of the date of the latest signature hereof, Green Valley and Olam will execute and file a Stipulation of Dismissal of the Lawsuit in the form attached hereto as Exhibit A;
2. Green Valley and Olam agree to submit all of their claims asserted in the Lawsuit to binding arbitration, as set forth herein;
3. Within twenty (20) days of the date of the latest signature hereof, Green Valley and Olam will select a mutually agreeable single arbitrator with experience in commodity futures contracts for coffee, to preside over the arbitration;
4. The arbitration hearing will take place in Boston, Massachusetts, and will be completed in no more than one day;
5. Pre-hearing discovery will be limited to an exchange of documents pursuant to a document request and the issuance of subpoenas. There will be no depositions.
6. Each party may submit a pre-hearing brief and a post-hearing brief;
7. The charges of the arbitrator will be borne equally by the parties. In advance of the hearing, the arbitrator will estimate his/her charges, and each party will advance fifty percent of such amount to the arbitrator. To the extent that the amounts advanced exceed the arbitrator's charges, he/she will refund any excess amounts. To the extent that the amounts advanced are not sufficient to pay the arbitrator in full, the parties will pay their proportionate share of any additional charges;
8. The arbitrator will render a simple award within 30 days after any post-hearing briefs are submitted. Judgment on the award may be entered by any court having jurisdiction thereof.

9. Except as may be required by law, neither party nor the arbitrator may disclose the existence, content, or results of the arbitration hereunder without the prior written consent of both parties.
10. Green Valley represents that the government of Bolivia does not have an ownership interest in Green Valley.
11. The parties agree that their dispute will be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, excluding such state's conflict of laws principles.
12. Each party has the authority to enter into this Arbitration Agreement according to all rules and regulations of the United States and the state in which it is incorporated, and agrees to indemnify the other party for any breach of this representation for all losses caused by such breach.

IN WITNESS WHEREOF, the parties have executed this Arbitration Agreement as of the date first written below.

Green Valley Trading Company d/b/a Invalsa Coffee

By: *Jose A. Valenzuela*

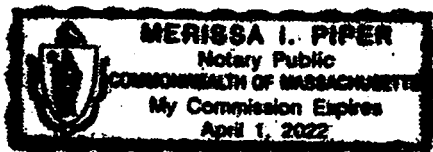
Duly Authorized

Its: *President*

Date: *5/19/17*

Subscribed and sworn to before me

This *19<sup>th</sup>* day of *May*, 2017



*[Signature]*

Notary Public

My Commission Expires: *4-1-2022*

Olam Americas, Inc.

By: Sandra Serrano

Duly Authorized

Its: Secretary & Treasurer

Date: 05/17/2017

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of FRESNO

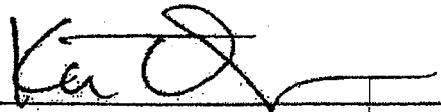
On 5/17/17 before me, KATHERINE AIKO OSHIRO  
(Insert name and title of the officer)

personally appeared Sandip Sharma  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

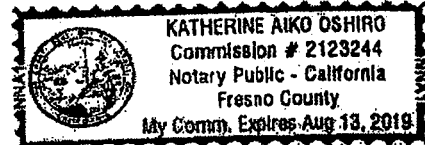
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

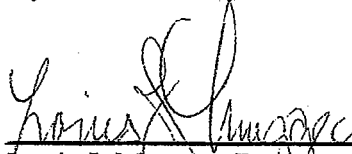
SUPERIOR COURT DEPT.  
CIVIL ACTION NO. 1977CV00648CGREEN VALLEY TRADING COMPANY  
D/B/A INVALSA COFFEE  
Plaintiff,

vs.

OLAM AMERICAS, INC.  
Defendant**MOTION TO APPOINT SPECIAL PROCESS SERVER (Rule 4(c))**

NOW COMES the Plaintiff, Green Valley Trading Company d/b/a Invalsa Coffee and moves that the court appoint as special process server, Ianuzzi & Associates, Inc., Mark S. Ianuzzi, by its constables, agents or disinterested persons who are qualified over the age of 18, knowledgeable in the service of process, and who are not parties in this action, because of special knowledge, long experience and the urgency of this matter.

Respectfully submitted,  
The Plaintiffs  
By Their Attorney



Louis J. Muggeo, Esq.  
LOUIS J. MUGGEO & ASSOCIATES  
133 Washington Street  
Salem, MA 01970  
(978) 741-1177  
BBO #359220  
[lmuggeo@ljmassoc.com](mailto:lmuggeo@ljmassoc.com)

2019 MAY -7 A 9 10

Dated, May 6, 2019

A TRUE COPY, ATTEST


DEPUTY ASST. CLERK



5/7/19  
Feeling J. Antonietta McDonagh  
Attest: Rebecca J. [unclear]  
Deputy Clerk

CIVIL ACTION COVER SHEET		DOCKET NUMBER	Trial Court of Massachusetts The Superior Court	
<b>PLAINTIFF(S):</b> Green Valley Trading Company d/b/a Invalsa Coffee <b>ADDRESS:</b> 420 Main Street West Newbury, MA 01985			<b>COUNTY</b> Essex	
<b>ATTORNEY:</b> Louis J. Muggeo, Esq. <b>ADDRESS:</b> 133 Washington Street Salem, MA 01970 978-741-1177 <b>BBO:</b> 359220			<b>DEFENDANT(S):</b> Olam Americas 205 East River Park Place, Suite 310 Fresno, CA 93720 <b>ADDRESS:</b>	
<b>TYPE OF ACTION AND TRACK DESIGNATION (see reverse side)</b>				
<b>CODE NO.</b> E99	<b>TYPE OF ACTION (specify)</b> Other Administrative Action	<b>TRACK</b> X	<b>HAS A JURY CLAIM BEEN MADE?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<b>*If "Other" please describe:</b> Appointment of Arbitrator				
<b>STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A</b>				
The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.				
<b><u>TORT CLAIMS</u></b> (attach additional sheets as necessary)				
<b>A. Documented medical expenses to date:</b>				
1. Total hospital expenses .....				\$ _____
2. Total doctor expenses .....				\$ _____
3. Total chiropractic expenses .....				\$ _____
4. Total physical therapy expenses .....				\$ _____
5. Total other expenses (describe below) .....				\$ _____
<b>Subtotal (A):</b>				\$ _____
B. Documented lost wages and compensation to date .....				\$ _____
C. Documented property damages to dated .....				\$ _____
D. Reasonably anticipated future medical and hospital expenses .....				\$ _____
E. Reasonably anticipated lost wages .....				\$ _____
F. Other documented items of damages (describe below) .....				\$ _____
G. Briefly describe plaintiff's injury, including the nature and extent of injury:				<b>TOTAL (A-F):</b> \$ _____
<b><u>CONTRACT CLAIMS</u></b> (attach additional sheets as necessary)				
Provide a detailed description of claims(s):				<b>TOTAL:</b> \$ _____
<b>Signature of Attorney/Pro Se Plaintiff: X</b> <i>Louis J. Muggeo</i>				<b>Date:</b> 5/6/19
<b>RELATED ACTIONS:</b> Please provide the case number, case name, and county of any related actions pending in the Superior Court.				
<b>CERTIFICATION PURSUANT TO SJC RULE 1:18</b>				
I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.				
<b>Signature of Attorney of Record: X</b> <i>Louis J. Muggeo</i>				<b>Date:</b> 5/6/19



<b>CIVIL TRACKING ORDER</b> (STANDING ORDER 1- 88)	DOCKET NUMBER <b>1977CV00648</b> <i>C</i>	<b>Trial Court of Massachusetts</b> <b>The Superior Court</b> 
CASE NAME: Green Valley Trading Company Doing Business as Invalsa Coffee vs. Olam Americas, Inc.		Thomas H. Driscoll, Jr., Clerk of Courts
TO: Olam Americas, Inc.		COURT NAME & ADDRESS Essex County Superior Court - Lawrence 43 Appleton Way Lawrence, MA 01841

### TRACKING ORDER - X - Accelerated

You are hereby notified that this case is on the track referenced above as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

#### STAGES OF LITIGATION

#### DEADLINE

	SERVED BY	FILED BY	HEARD BY
Service of process made and return filed with the Court		08/05/2019	
Response to the complaint filed (also see MRCP 12)		05/06/2020	
All motions under MRCP 12, 19, and 20			
All motions under MRCP 15			
All discovery requests and depositions served and non-expert depositions completed			
All motions under MRCP 56			
Final pre-trial conference held and/or firm trial date set			
Case shall be resolved and judgment shall issue by			

The final pre-trial deadline is not the scheduled date of the conference. You will be notified of that date at a later time.

Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.

This case is assigned to Session "C" in Lawrence Superior Court

DATE ISSUED <b>05/07/2019</b>	ASSISTANT CLERK <b>Stefano J Cornelio</b>	PHONE <b>(978)242-1900</b>
----------------------------------	--	-------------------------------